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8 **UNITED STATES DISTRICT COURT**  
9 **FOR THE WESTERN DISTRICT OF WASHINGTON**  
10 **AT SEATTLE**

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12 **ALIGN TECHNOLOGY, INC., a Delaware**  
13 **Corporation**

14 **Plaintiff,**

15 **v.**

16 **UNIFORM TEETH, an Illinois Corporation**

17 **Defendant.**

**CASE NO. 2:21-CV-00063-RSL**

**FIRST AMENDED COMPLAINT FOR  
FALSE ADVERTISING AND UNFAIR  
COMPETITION UNDER 15 U.S.C.  
§ 1125(a)**

**DEMAND FOR JURY TRIAL**

18 Plaintiff Align Technology, Inc. (“Align”), by and through its attorneys Quinn Emanuel  
19 Urquhart & Sullivan, LLP, submits this complaint against defendant Uniform Teeth (“Uniform”)  
20 to protect the public from Uniform’s unlawful publication of false, misleading, and deceptive  
21 statements regarding its comparisons to Align’s groundbreaking Invisalign® clear aligner  
22 treatment. Although after the original complaint was filed Uniform stopped referring to Align’s  
23 treatment by its trademarked name, Uniform persists in making false comparative statements  
24 about the teeth straightening market. Uniform’s refusal to correct its demonstrably false  
25 statements compels Align to file this amended complaint to stop Uniform’s deceptive statements,  
26 protect consumers from deception, and protect Align’s business reputation and goodwill.  
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**The Parties**

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2 1. Align is a Delaware corporation with its principal place of business at 410 North  
3 Scottsdale Road, Suite 1300, Tempe, Arizona 85281. Align designs and manufactures the  
4 Invisalign® system, the most advanced clear aligner system in the world. Align sells its  
5 Invisalign® products to dentists and orthodontists, who use them to provide clinically effective  
6 teeth-straightening treatments to their patients.

7 2. On information and belief, defendant Uniform is a corporation organized and  
8 existing under the laws of the state of Illinois, with regular and established places of business at  
9 1270 Harrison Street, Seattle, WA 98109 and 500 108th Avenue NE, Suite 1710, Bellevue, WA  
10 98004. On information and belief, Uniform is the d/b/a name of Cvstom Co., a corporation  
11 organized and existing under the laws of the state of Delaware, which may be served with process  
12 through its designated agent, Incorporating Services, Ltd., 3400 Capitol Blvd Ste 101, Tumwater,  
13 Washington, 98501-3351. On information and belief, Cvstom Co. is registered to do business in  
14 the State of Washington and has been since at least September 3, 2019. Uniform is a start-up: a  
15 boutique orthodontic office that provides services and clear aligner products.

**Nature of the Action**

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17 3. This is a civil action for false advertising and unfair competition under the Lanham  
18 Act (15 U.S.C. § 1125(a)).

**Jurisdiction and Venue**

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20 4. This Court has subject matter jurisdiction over this action under Section 39 of the  
21 Lanham Act, 15 U.S.C. § 1121 and Title 28 of the United States Code §§ 1331, 1338(a).

22 5. This Court has specific personal jurisdiction over Uniform because Uniform has  
23 engaged in continuous and systematic business activities in and directed to the State of  
24 Washington and this District giving rise to the claims in this action, including its publication of  
25 false, misleading, and deceptive statements in commercial advertising (including the false  
26 statements at issue) in and directed to the State of Washington and this District regarding the  
27 comparative merits of its orthodontic treatment programs and those of Invisalign® clear aligner  
28 treatment, which are the subjects of this suit.

6. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b) and § 1391(c) because a substantial part of the events giving rise to the claims in this lawsuit occurred in this District and Uniform is subject to personal jurisdiction in this District.

### **Factual Background**

#### **A. ALIGN'S GROUNDBREAKING ORTHODONTIC TECHNOLOGY**

7. For nearly a century, metal braces were the only way to straighten one's teeth.

8. In 1996, Zia Chishti wondered if there was a better way. As a student at Stanford University, he was one of the many adults who used braces to straighten his teeth. After he had his braces taken off and his orthodontist provided him a plastic retainer, he considered whether a series of such plastic retainers could align the teeth as effectively as traditional metal braces, without their discomfort and inconvenience.

9. Chishti discussed his ideas with Kelsey Wirth, and they collectively founded Align Technology, Inc. in 1997, thus creating the product category of plastic teeth correctors. Working in the Stanford computer lab, the newly-formed company's founders designed a software program that could form an accurate, precise model of a person's current bite; model a straighter and more attractive bite for that same person; and design a series of plastic appliances to turn the person's current bite into the straighter and more attractive version. The FDA cleared the invention as a safe and effective medical device in 1998. By 2000, the company had attracted over \$140 million in investments. It went public in 2001 with an initial valuation of \$1 billion.

10. Align has invested more than one billion dollars in innovation, including developing its state of the art proprietary materials, impression systems, predictive software and other research and development. Annually, Align spends more than \$100 million on research and development to continue providing patients the best possible treatment options. It has obtained hundreds of patents for industry-changing technologies, and it is now the largest and most popular maker of clear aligners. Align is the world's largest user of state-of-the-art 3D printing technology, and its products have transformed more than ten million smiles.

11. As a result of Align's groundbreaking technology and Align's continued efforts and expenditures to improve that technology, Align's products provide numerous advantages as

1 compared to traditional metal braces. Invisalign® clear aligners work faster, are less  
2 uncomfortable for most patients, and are less noticeable because they are clear. Invisalign®  
3 patients can remove their clear aligners to eat or drink. Simply put, the Invisalign® treatment has  
4 revolutionized the process of straightening teeth for both children and adults. Align's twenty-plus  
5 years of work and financial investment have made the Invisalign® brand the most recognized  
6 name for prospective orthodontic patients.

7 **B. UNIFORM PUBLISHES FALSE STATEMENTS COMPARING ITSELF TO**  
8 **INVISALIGN® CLEAR ALIGNERS**

9 12. Uniform's technology, research and development investments, experience, and  
10 customers served do not come close to matching Align's. Yet Uniform markets itself as a  
11 competitor to Align and falsely portrays its offerings as superior to Align's. They are not.

12 13. Uniform's website targets consumers interested in clear aligners of the type  
13 manufactured by Align and prominently features numerous false and/or misleading quantitative  
14 comparisons between its products and services and the products offered by Align in an effort to  
15 inflate the perception of its products by freeriding on Align's goodwill as a comparison point for  
16 Uniform's false claims.

17 14. For example, before approximately March 23, 2021, Uniform's landing page  
18 contained the following image, apart from the red boxes added for emphasis.<sup>1</sup>  
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<sup>1</sup> <https://web.archive.org/web/20210207231359/https://www.uniformteeth.com/>.

## What Sets Us Apart



### In-Person Care

Unlike our competition, you'll consult with one of our experienced orthodontists.



### Uniform Lab Technology

Our patented technology can improve even the most challenging smile.



### A Smart Investment

When you choose our treatment, you'll save 40% over Invisalign.



### Smile Sooner

We're twice as fast as Invisalign and four times faster than traditional braces.

These statements of comparison to Invisalign® were false, misleading, and deceptive for the reasons stated below.

#### *i. Uniform's False, Misleading, and Deceptive Statements About Costs*

15. Uniform's website repeatedly asserted that Uniform's orthodontic treatment is significantly less expensive than Invisalign® clear aligner treatment. These assertions were specific, quantitative, and false.

16. As shown in the image in paragraph 14, Uniform's landing page represented to consumers without qualification that if they choose Uniform, they will "save 40% over Invisalign."<sup>2</sup>

17. Uniform's "Pricing" page similarly stated without qualification that Uniform's "Clear and Transparent Pricing is 40% Less Than Invisalign."<sup>3</sup>

<sup>2</sup> *Id.*

<sup>3</sup> <https://web.archive.org/web/20210128141353/https://www.uniformteeth.com/pricing/>.



18. Elsewhere on its website, in a blog post devoted expressly to comparing its products and services to Invisalign® clear aligner therapy, Uniform told consumers that the “[c]osts of our Invisalign alternative range from \$2500-\$5000 which is around half the price of an equivalent Invisalign treatment.”<sup>4</sup>

19. Uniform’s FAQ page similarly asserted that “Invisalign tends to be 2x more expensive than Uniform.”<sup>5</sup>

20. These quantitative comparisons between the price of Invisalign®’s products and Uniform’s products and services were false.

21. Uniform’s Pricing website listed prices for three types of treatment: Level 1 (mild), Level 2 (moderate), and Level 3 (severe). The prices listed were \$2,750 for Level 1, \$3,950 for

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<https://web.archive.org/web/20201020172447/https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth/>.

<sup>5</sup> <https://web.archive.org/web/20210128153635/https://www.uniformteeth.com/faq>.

Level 2, and \$4,950 for Level 3.<sup>6</sup> The fine print below Level 3 noted that “[s]everely complex cases ... may incur a higher cost.”<sup>7</sup>

22. Uniform’s comparison of the average price of its treatment to the average price of Invisalign® treatment was false. For example, while Uniform asserted that its \$2,500-\$5,000 average treatment cost was “around half the price of an equivalent Invisalign treatment,” the Consumer Guide to Dentistry puts the average cost of Invisalign® treatment between \$3,000 and \$5,000—almost exactly the same as Uniform’s advertised average range and nowhere close to “2x” Uniform’s prices.<sup>8</sup>

23. On information and belief, through its repeated falsehoods about pricing, Uniform deceived consumers about the average costs of Uniform’s and Align’s respective treatment options.

24. On information and belief, consumers looking for clear aligners, like consumers in most industries, compare prices between providers, prefer lower prices, and view price as a material aspect of their decision. Align has been or is likely to be injured as a result of Uniform’s false, misleading, and deceptive statements about comparative costs.

*ii. Uniform’s False, Misleading, and Deceptive Statements About Treatment Effectiveness*

25. Uniform made false and misleading statements when comparing the type and range of cases that Invisalign® clear aligners and Uniform are capable of treating.

26. Uniform’s website asserted that Invisalign® clear aligners “cannot treat as diverse a range of cases as Uniform Teeth.”<sup>9</sup>

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<sup>6</sup> <https://web.archive.org/web/20210128141353/https://www.uniformteeth.com/pricing/>.

<sup>7</sup> *Id.*

<sup>8</sup> <https://www.yourdentistryguide.com/invisalign-cost/>. Invisalign®’s website also offers example prices for three different levels of treatment: \$3,400, \$4,800, and \$7,100. These examples are based on doctor quotes; the cost to the patient is often lower when insurance covers some of the cost. <https://invisalign.com/invisalign-cost>. Because the dentists and orthodontists recommending Align set the prices of treatment and charge the patients, and because of the variability of insurance coverage, Align does not represent what actual charges to patients will be.

<sup>9</sup> <https://web.archive.org/web/20201020172447/https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth>.

27. That was false. Uniform appears to have been misleadingly comparing its aligners' treatment ability *when combined with other orthodontic treatments* to that of Invisalign® clear aligners *without such other treatments*. In reality, Invisalign® clear aligners can be used to treat the same types of cases Uniform's aligners treat. Furthermore, patients whose dentists or orthodontists treat them with Invisalign® clear aligners can also receive other types of orthodontic treatment for more complex cases, just as Uniform patients can. Invisalign® clear aligners are designed to treat a wide array of clinical situations from simple to complex cases, including: (1) crowded teeth; (2) overbite; (3) underbite; (4) crossbite; (5) gap teeth; (6) open bite; (7) baby and permanent teeth; (8) generally straighter teeth; and (9) mandibular advancement for Class II correction in tween and teen patients.<sup>10</sup> On information and belief, Uniform's clear aligners treat no types of cases that Invisalign® clear aligners do not, and Uniform's clear aligners combined with other orthodontic treatments treat no types of cases that Invisalign® aligners combined with other orthodontic treatments do not.

28. Uniform asserted that Uniform works in 99% of cases while Invisalign® clear aligners work in only 70% of cases.<sup>11</sup>

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<sup>10</sup> <https://www.invisalign.com/treatable-cases>; <https://www.invisalign.com/the-invisalign-difference/mandibular-advancement>.

<sup>11</sup> <https://web.archive.org/web/20210128141353/https://www.uniformteeth.com/pricing/>.



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See the Difference  
Uniform Teeth vs. Competitors

	UNIFORM TEETH	Invisalign	DIY (Smile Direct, Candid, etc.)
Orthodontists	Always	Sometimes	Never
Technology	360° x-rays and 3D scans	Bite molds or 3D scans	Bite molds or 3D scans
Treatment time	2x faster	Slow	Slowest
Visits	Fewer visits (3 - 5)	16+ visits	You never see an orthodontist
Alignable smiles	99% of cases	70% of cases	25% of cases

13           29. Uniform's apples to oranges comparison was false and misleading. Uniform was  
14 again comparing its complete orthodontic *services* to Align's aligner-alone orthodontic *product*.  
15 Specifically, Uniform compared the percentage of cases it can treat with *both* its products *and*  
16 additional orthodontic services to the percentage of cases Invisalign® clear aligners can treat *by*  
17 *themselves*. Invisalign® treatment, when paired with other ancillary orthodontic treatments—as  
18 Uniform's programs are—can treat nearly 100% of cases. Further, even taken on its own terms,  
19 Uniform's 70% figure was false. Invisalign® aligners by themselves can treat approximately 90%  
20 of orthodontic cases.

21           30. Upon information and belief, Uniform's false and misleading statements deceive  
22 consumers into believing it can treat far more cases than Invisalign® treatment, which is a  
23 material consideration for some consumers. Align has been or is likely to be injured as a result of  
24 Uniform's false, misleading, and deceptive statements about the type and range of cases that  
25 Invisalign® clear aligners are capable of treating.  
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iii. *Uniform's False, Misleading, and Deceptive Statements About Convenience of Treatment*

31. Uniform asserted, on a website expressly devoted to comparing itself to Invisalign® treatment, that it can “deliver quicker treatments” than Invisalign® clear aligners in part because it “utilize[s] an online app.”<sup>12</sup> The same page asserted that Uniform cut down on the number of required dentist visits relative to Invisalign® treatment because Uniform can “address everything you might expect from a check-up visit to your orthodontist by using the Uniform Teeth app.”<sup>13</sup>

32. Align offers patients an app called My Invisalign, and did so while Uniform's blog implied that Invisalign® patients do not have access to an app. My Invisalign offers many of the same features that Uniform advertises that its app provides: patients can set reminders involving their treatment, monitor their compliance with their treatment program, and message or talk with (and send progress photos to) their doctors. Moreover, there are numerous remote monitoring apps that dentists and orthodontists use—and have used for years—to aid the treatment of patients using Invisalign® clear aligner therapy. Dentists and orthodontists have the discretion to decide how to treat their patients, and Align has no control over whether a particular dentist or orthodontist does or does not use an app to monitor patient progress or for any other reason.

33. On information and belief, customers who read Uniform's blog were misled into believing that Uniform provides customers with an app to monitor their treatment progress, but that this is never an option for patients using Invisalign® treatment. This was false: as discussed above, Align has an app, and dentists can and do use both Align's app and other apps to assist in the treatment of patients using Invisalign® clear aligners. On information and belief, the availability of an app for these purposes is a material consideration for some consumers. Align has been or is likely to be injured as a result of Uniform's false, misleading, and deceptive statements about Invisalign® treatment's comparative convenience.

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<https://web.archive.org/web/20201020172447/https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth/>.

13 *Id.*

iv. ***Uniform's False, Misleading, and Deceptive Statements About Treatment Time***

34. Uniform's website made misleading statements about the relative treatment time of Uniform's products and services compared to Invisalign® products.

35. Uniform asserted, as part of a chart purporting to compare itself to Invisalign® clear aligners, that its treatment is "2x faster."<sup>14</sup>

See the Difference  
Uniform Teeth vs. Competitors

	UNIFORM TEETH	Invisalign	DIY (Smile Direct, Concid, etc.)
Orthodontists	Always	Sometimes	Never
Technology	360° x-rays and 3D scans	Bite molds or 3D scans	Bite molds or 3D scans
Treatment time	2x faster	Slow	Slowest
Visits	Fewer visits (3 - 5)	36+ visits	You never see an orthodontist
Alignable smiles	99% of cases	70% of cases	25% of cases

36. As shown in the image in paragraph 14, Uniform's homepage alleged that "[w]e're twice as fast as Invisalign."<sup>15</sup>

37. Uniform's blog post comparing itself to Invisalign® clear aligners also made misleading quantitative statements regarding treatment time. Uniform asserted that its average "time for treating moderate cases is between 6-8 months," while Invisalign® treatments average

<sup>14</sup> <https://web.archive.org/web/20210128141353/https://www.uniformteeth.com/pricing>.

<sup>15</sup> <https://web.archive.org/web/20210207231359/https://www.uniformteeth.com/>.

12-18 months.<sup>16</sup> This quantitative assertion appears to be the basis for Uniform’s above-referenced claims to be “twice as fast” as Invisalign® therapy.

38. This was misleading because it compared Uniform’s treatment time for *moderate cases* to Invisalign® therapy’s average treatment time for *all cases*.

39. On information and belief, a consumer reading Uniform’s website would likely have been deceived into believing that Uniform is twice as fast as Invisalign® clear aligners in treating comparable cases, when that is not the case, and treatment time is a material consideration for some consumers. Align has been or is likely to be injured as a result of Uniform’s false, misleading, and deceptive statements about Invisalign®’s treatment time.

**C. UNIFORM’S REVISED ADVERTISING IS FALSE AND MISLEADING**

40. Following Align’s filing of this action, Uniform made various changes to its website, including changing references to “Invisalign” to references to “other invisible aligners” or “Dentist Administered Clear Aligners.” However, its revised statements are also deceptive, false, and misleading.

41. For example, by the end of March 2021, Uniform began displaying the following graphic on its landing page:<sup>17</sup>

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<sup>16</sup> [https://web.archive.org/web/20201020172447/https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth/\(emphasis added\)](https://web.archive.org/web/20201020172447/https://www.uniformteeth.com/blog/invisalign-vs-uniform-teeth/(emphasis%20added)).

<sup>17</sup> <https://www.uniformteeth.com/> (red boxing added for emphasis).

## What sets us apart



### In-person care

Your dedicated orthodontist will lead your treatment and check in every step of the way.



### Uniform lab technology

Our patented technology can improve even the most challenging smile.



### A smart investment

You'll save 40% compared to other invisible aligners and 50% over traditional orthodontic offices.



### Smile sooner

We're twice as fast as other invisible aligners and four times faster than traditional braces.

42. Uniform's reference to "invisible aligners" is unnecessarily and unavoidably suggestive of Invisalign®, which Uniform itself acknowledges is the clear aligner market leader.<sup>18</sup>

43. Uniform has made similarly false comparative claims in other advertising as well, including ads on social media, such as the one below, which appeared on Instagram:



44. Uniform's specific, quantitative assertions are false as to Invisalign® clear aligner treatment, which is unequivocally included in the phrase "other invisible aligners." On

<sup>18</sup> <https://www.uniformteeth.com/blog/clear-aligners-for-adults/>

information and belief, Uniform's market comparison statements are also false as to the remainder of the clear aligner market as a whole, exclusive of Invisalign® clear aligners.

*i. Uniform's Updated False, Misleading, and Deceptive Statements About Cost*

45. Uniform changed its landing page from claiming that Uniform customers would "save 40% over Invisalign," to claiming that Uniform customers will "save 40% compared to other invisible aligners."

46. Uniform makes similar false and misleading statements about treatment cost in other ads, such as claiming that Uniform's treatment is "nearly half the cost of other invisible aligners." See paragraph 43 above.

47. Uniform's specific, quantitative comparisons that its customers would "save 40% compared to other invisible aligners" and that its treatment comes "at nearly half the cost of other invisible aligners" is false as to Invisalign® clear aligner treatment.

48. Uniform's pricing page still lists three "levels" of treatment, with Level 1 average cost listed at \$2950, Level 2 at \$4250, and Level 3 at \$4950+, again with the fine print stating that severely complex cases may incur a higher cost.<sup>19</sup>

49. As discussed in paragraph 22, the Consumer Guide to Dentistry places the average cost of Invisalign® clear aligner treatment between \$3,000 and \$5,000. These numbers are almost exactly in line with Uniform's advertised range for its own treatment cost. Thus, Uniform's claim that customers will "save 40% compared to other invisible aligners" is demonstrably false as to Invisalign® aligners.

50. On information and belief, Uniform's "save 40%" claim is false as to the remainder of the clear aligner market as a whole, exclusive of Invisalign® aligners.

51. For example, based on publicly available information, Clear Correct Limited costs an average of \$2,500 to \$3,500 (less than Uniform's average), and Clear Correct Full costs an average of \$4,000 to \$5,500 (26% higher than Uniform at the low end and 11% higher at the high

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<sup>19</sup> <https://www.uniformteeth.com/pricing/>.

end).<sup>20</sup> Byte's aligner system costs \$1,895.<sup>21</sup> Smile Direct Club clear aligners cost \$1950.<sup>22</sup> Both are lower than Uniform's advertised lowest average cost. Thus, based on publicly available information, Uniform's "save 40%" claim appears to be false as to the remainder of the clear aligner market as a whole.

52. Align has been or is likely to be injured as a result of Uniform's false, misleading, and deceptive statements about comparative costs.

*ii. Uniform's Updated False, Misleading, and Deceptive Statements About Treatment Effectiveness*

53. Uniform changed its website's pricing page from claiming "Invisalign" could treat only 70% of cases to claiming that "Dentist Administered Clear Aligners" could treat only 70% of cases."<sup>23</sup>

See the Difference  
Uniform Teeth vs. Competitors

	UNIFORM TEETH	Dentist Administered Clear Aligners	DIY (Smile Direct, Can- did, etc.)
Orthodontists	Always	Sometimes	Never
Technology	360° x-rays and 3D scans	Bite molds or 3D scans	Bite molds or 3D scans
Treatment time	2x faster	Slow	Slowest
Visits	Fewer visits (3 - 5)	16+ visits	You never see an orthodontist
Alignable smiles	99% of cases	70% of cases	25% of cases

54. For the reasons discussed in paragraph 29, the 70% figure is false and misleading as to Invisalign® aligners. Uniform improperly compares the percentage of cases its aligners can treat when paired with other orthodontic services to the percentage of cases Invisalign® aligners can treat by themselves, instead of to the percentage of cases Invisalign® treatment when paired with other ancillary orthodontic treatments can treat—which is nearly 100%. Further, Invisalign® aligners by themselves can treat approximately 90% of orthodontic cases.

<sup>20</sup> <https://www.yourdentistryguide.com/clearcorrect/>.

<sup>21</sup> <https://www.byteme.com/pages/pricing>.

<sup>22</sup> <https://smiledirectclub.com/pricing/>.

<sup>23</sup> <https://www.uniformteeth.com/pricing>.



55. On information and belief, the 70% statement is also false and misleading as to the remainder of the clear aligner market as a whole, exclusive of Invisalign® aligners.

56. Align has been or is likely to be injured as a result of Uniform's false, misleading, and deceptive comparative statements about the type and range of available treatment.

**iii. Uniform's Updated False, Misleading, and Deceptive Statements About Treatment Time**

57. On or about March 23, 2021, Uniform changed the graphics on its landing and prices pages (depicted in paragraph 14 and 35) from claiming to be "twice as fast as Invisalign" or "2x faster" than Invisalign® to claiming to be "twice as fast as other invisible aligners" and "2x faster" than "Dentist Administered Clear Aligners."<sup>24</sup>

58. As discussed in paragraphs 35-39, this is false and misleading as to Invisalign® clear aligners because it compared Uniform's treatment time for *moderate cases* to Invisalign® therapy's average treatment time for *all cases*.

59. On information and belief, Uniform's "2x faster" claims are false and misleading as to the remainder of the clear aligner market as a whole.

60. Align has been or is likely to be injured as a result of Uniform's false, misleading, and deceptive statements about treatment time.

**D. UNIFORM'S FALSE CLAIMS ARE LIKELY TO DAMAGE AND HAVE DAMAGED ALIGN'S BUSINESS**

61. As a result of these false, misleading and deceptive comparative representations, Uniform has wrongfully harmed, and is likely to continue wrongfully harming, Align's business. On information and belief, numerous dentists who would have treated patients with Invisalign® clear aligners have lost those patients to Uniform. On information and belief, Uniform's false and deceptive advertising was a cause of some of those patients' decision to use Uniform instead of Invisalign® clear aligners.

<sup>24</sup> <https://www.uniformteeth.com/>; <https://www.uniformteeth.com/pricing>.



1           62.     Current and future sales of Align products are also at risk based on the false,  
2 misleading and deceptive comparative advertising on the Uniform website.

3           63.     Uniform's unlawful conduct, if not stopped, is likely to irreparably damage Align's  
4 reputation as a reliable, fast, affordable, and effective way of straightening teeth and diminish the  
5 good will associated with Align's products.

6           64.     Align has repeatedly expressed its concerns to Uniform, but Uniform has persisted  
7 in promoting its offerings using deceptive and misleading statements.

8                                   **Claim For Relief**

9                           **False Advertising and Unfair Competition Under The Lanham Act**

10                                   **(15 U.S.C. § 1125(a))**

11           65.     Align restates and incorporates herein by reference Paragraphs 1-64 above as  
12 though fully set forth herein.

13           66.     Align and Uniform both make and sell clear aligners to straighten patients' teeth.

14           67.     Uniform distributes, causes to be distributed, authorizes the distribution of, or  
15 otherwise disseminates in interstate commerce false or misleading statements of fact regarding the  
16 nature and quality of Align and its Invisalign® clear aligner products, including through  
17 publication, republication, distribution, and re-distribution of the Uniform website.

18           68.     Uniform's publication, republication, distribution, and re-distribution of the  
19 Uniform website containing the false, misleading or deceptive statements constitute commercial  
20 advertising and promotion under 15 U.S.C. § 1125(a).

21           69.     On information and belief, Uniform engages in such acts with the intent to deceive,  
22 mislead or confuse relevant consumers into believing that Invisalign® clear aligners are far more  
23 expensive, take far longer, and are less convenient and effective over a narrower range of cases  
24 than is Uniform's treatment.

25           70.     On information and belief, these false or misleading statements have been and are  
26 material to consumers in their determination of which teeth-straightening treatment to purchase.  
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1                   2.       making or inducing others to make any false, misleading or deceptive  
2 statement of fact, or misrepresentation of fact relating to Align or its Invisalign® treatment;

3           B.       That Uniform and all of its officers, agents, servants, representatives, employees,  
4 attorneys, and all other persons acting in concert with them be ordered to destroy all deceptive  
5 advertising materials and correct any erroneous impression that persons may have derived  
6 concerning the nature, characteristics, or qualities of the Invisalign® treatment including without  
7 limitation:

8                   1.       the placement of corrective advertising to prevent the inducement of others  
9 from harming Align in the marketplace in reliance on the claim that Align is twice as expensive as  
10 Uniform;

11                   2.       the placement of corrective advertising to prevent the inducement of others  
12 from harming Align in the marketplace in reliance on the claim that Align takes twice as long to  
13 treat misaligned teeth as Uniform;

14                   3.       the placement of corrective advertising to prevent the inducement of others  
15 from harming Align in the marketplace in reliance on the claim that Align is less effective or treats  
16 a narrower range of cases than Uniform;

17                   4.       the placement of corrective advertising to prevent the inducement of others  
18 from harming Align in the marketplace in reliance on the claim that Align patients do not have  
19 access to an app as Uniform's patients do; and

20                   5.       the placement of corrective advertising to prevent the inducement of others  
21 from harming Align in the marketplace in reliance on the claim that treatment using Align is less  
22 convenient or more cumbersome than treatment using Uniform;

23       C.       That the Court order an accounting of Uniform's profits;

24       D.       That Uniform be ordered to pay Align damages in an amount reflecting: (1) Align's  
25 damages resulting from Uniform's false, misleading, or deceptive statements; (2) Uniform's  
26 profits; and (3) the costs of the action, in accordance with 15 U.S.C. § 1117;

27       E.       That Uniform be ordered to pay three times the amount found as actual damages in  
28 accordance with 15 U.S.C. § 1117;

1 F. That Uniform be adjudged to have violated the provisions of 15 U.S.C. § 1125(a)  
2 by unfairly competing against Align by using false or misleading descriptions or representations of  
3 fact that misrepresent the nature, quality and characteristics of the Invisalign® treatment;

4 G. That all of Uniform's false or misleading materials be destroyed as allowed under  
5 15 U.S.C. § 1118;

6 H. That Uniform file, within ten days from entry of an injunction, a declaration with  
7 this Court signed under penalty of perjury and certifying the manner in which they have complied  
8 with the terms of the injunction;

9 I. That Align be awarded reasonable attorneys' fees and costs of suit herein, including  
10 under 15 U.S.C. § 1117; and

11 J. That Align be granted such further relief as the Court deems just and proper.

12 **DEMAND FOR JURY TRIAL**

13 Align demands a trial by jury for all issues so triable.

14 DATED: May 10, 2021

QUINN EMANUEL URQUHART &  
SULLIVAN, LLP

17 By: /s/ Alicia Cobb

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21 *Attorney for Align Technology, Inc.*

**CERTIFICATE OF SERVICE**

I hereby certify that on May 10, 2021, I caused a true and correct copy of the foregoing to be filed in this Court's CM/ECF system, which sent notification of such filing to counsel of record.

I also certify that on May 10, 2021, I caused a true and correct copy of the foregoing to be sent to the following counsel via electronic mail, by agreement of the parties:

Victor C. Johnson  
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DATED: May 10, 2021

/s/ Alicia Cobb  
Alicia Cobb, WSBA #48685